

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

February 12, 2002

ALVORD AND ALVORD  
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RECORDATION NO. 22239-6 FILED

FEB 12 '02

12-19 PM

SURFACE TRANSPORTATION BOARD

OF COUNSEL  
URBAN A. LESTER

Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are three (3) copies of a Termination and Release, dated February 12, 2002, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Security Agreement, as supplemented, previously filed with the Board under Recordation Number 22239.

The name and address of the party to the enclosed document are:

Collateral Agent: Sumitomo Mitsui Banking  
Corporation  
225 Liberty Street  
New York, NY 10281

[Borrower: National Railroad Passenger Corporation]  
60 Massachusetts Avenue, N.E.  
Washington, D.C. 20002

A description of the railroad equipment covered by the enclosed document is:

Three (3) re-built AEM-7 locomotives AMTK 917, 921 and 938

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Mr. Vernon A. Williams  
February 12, 2002  
Page Two

A short summary of the document to appear in the index follows:

Termination and Release

Also enclosed is a check in the amount of \$28.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in cursive script, appearing to read "R. Alvord", written in black ink.

Robert W. Alvord

RWA/anr  
Enclosures

AMTRAK TRUST 99-A

RECORDATION NO. 22239-6 FILED

TERMINATION AND RELEASE

FEB 12 '02

12-19 PM

(AMTRAK TRUST 99-A)

SURFACE TRANSPORTATION BOARD

This TERMINATION AND RELEASE (AMTRAK TRUST 99-A) dated February 12, 2002 (the "*Termination Agreement*") is made by SUMITOMO MITSUI BANKING CORPORATION not in its individual capacity but solely as collateral agent (hereinafter together with its predecessor in such capacity, "*Collateral Agent*").

W I T N E S S E T H :

WHEREAS, National Railroad Passenger Corporation ("*Amtrak*") and COLLATERAL AGENT entered into that certain Loan Agreement, dated as of September 1, 1998 (as amended, modified or supplemented from time to time, the "*Loan Agreement*"), pursuant to which The Fuji Bank, Ltd. and MBK Rail Finance Corporation (collectively, the "*Lenders*") loaned funds to Amtrak for the purpose of financing certain high speed trainset maintenance facilities (capitalized terms herein being used as defined in the Loan Agreement, unless otherwise defined);

WHEREAS, Amtrak and COLLATERAL AGENT entered into that certain Security Agreement (Mortgage), dated as of September 1, 1998, as supplemented by Security Agreement Supplements Numbers 1, 2 and 3, dated respectively July 13, 1999, July 28, 1999 and September 10, 1999 (as amended, modified or supplemented from time to time, collectively the "*Security Agreement*"), that was recorded with the Surface Transportation Board on July 13, 1999, July 13, 1999, July 30, 1999 and September 10, 1999 under Recordation Nos. 22239, 22239-A, 22239-B and 22239-C, respectively, pursuant to which Amtrak granted to COLLATERAL AGENT a security interest in certain locomotives, including those listed on Schedule A hereto (collectively, the "*Mortgaged Locomotives*");

WHEREAS, pursuant to the and subject to the conditions set forth in Section 12.03 of the Loan Agreement, the Lenders agreed to convert the all or a portion of the Loans made under the Loan Agreement into Lease Loans made in connection with the leverage lease financing of certain rebuilt locomotives, including the Mortgaged Locomotives; and pursuant to Article VI of the Security Agreement, Amtrak may convey its interest in such Mortgaged Locomotives to the Lessor under such leveraged lease financing;

WHEREAS, Amtrak, Mitsui & Co. (U.S.A.), Inc., as Owner Participant ("*Owner Participant*"), and the Lenders, as Loan Participants have entered into that certain Participation Agreement, dated as of July 14, 1999, providing for the leveraged lease financing of certain locomotives, including the Mortgaged Locomotives, and the conversion of the Loans made under the Loan Agreement into Lease Loans made under that certain Trust Indenture and Security Agreement, dated as of July 14, 1999, between Allfirst Bank, as Indenture Trustee, and Wells Fargo Bank Northwest, National Association, a national banking association, not in its individual capacity, but solely as Owner Trustee under that certain Trust Agreement (Amtrak Trust 99-A) dated as of July 14, 1999 ("*Owner Trustee*") with Owner Participant; and

**AMTRAK TRUST 99-A**

WHEREAS, on the date hereof, Amtrak has sold the Mortgaged Locomotives to the Owner Trustee pursuant to the Participation Agreement and has converted a portion the Loans into Lease Loans pursuant to Section 12.03 of the Loan Agreement;

NOW, THEREFORE, COLLATERAL AGENT agrees as follows:

Section 1. Termination and Release of the Mortgaged Locomotives. All right, title and interest of COLLATERAL AGENT in and to the Mortgaged Locomotives, arising from and through the Security Agreement is hereby terminated and released.

Section 2. Further Assurances. COLLATERAL AGENT hereby agrees to execute and deliver to Owner Trustee, at Owner Trustee's cost and expense, such additional instruments, notices, or releases as Owner Trustee may reasonably request to effectuate the foregoing provisions of this Termination Agreement.


Section 3. Representations and Warranties. COLLATERAL AGENT represents and warrants that this Termination Agreement constitutes the legal and valid obligation of COLLATERAL AGENT, enforceable against COLLATERAL AGENT in accordance with its terms, and COLLATERAL AGENT has full authority to terminate and release all of its right, title and interest in and to the Mortgaged Locomotives .

**AMTRAK TRUST 99-A**

IN WITNESS WHEREOF, COLLATERAL AGENT has caused this Termination and Release to be duly executed by its duly authorized representative as of the day and year first above written.

SUMITOMO MITSUI BANKING  
CORPORATION

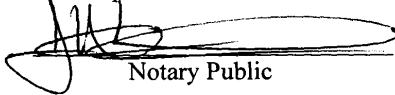
By: \_\_\_\_\_

  
Name: Mr. Akio Kamihara  
Title: General Manager

AMTRAK TRUST 99-A

STATE OF New York )  
COUNTY OF New York ) ss.:

On this 7th day of February, 2002, before me personally Akio Kamihara, to me personally known, who, being by me duly sworn, says that he/she is a General Manager of SUMITOMO MITSUI BANKING CORPORATION, a Japanese Banking corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he/she acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.

  
Notary Public

My Commission Expires: \_\_\_\_\_

JERRY H. WECHSLER  
Notary Public, State of New York  
No. 01WE6046972  
Qualified in Kings County  
Commission Expires August 21, 20 02

**AMTRAK TRUST 99-A**

Annex A to  
Termination and Release

**(AMTRAK TRUST 99-A)**

**DESCRIPTION OF UNITS**

<u>Description</u>	<u>Amtrak Equipment Numbers</u>
Rebuilt AEM-7 Locomotive	AMTK 917
Rebuilt AEM-7 Locomotive	AMTK 921
Rebuilt AEM-7 Locomotive	AMTK 938